

Exhibit A
2010

ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
(For Incident Management Team Members & Miscellaneous Overhead Only)
Between
TURLOCK RURAL FIRE PROTECTION DISTRICT

and
U.S. Forest Service

STANISLAUS NATIONAL FOREST

ANNUAL OPERATING PLAN

The PARTIES will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP may specifically identify individuals assigned to Incident Management Teams (IMT). Other individuals and/or fire overhead positions may be available for assignments to support an incident. Specific areas to be addressed in this AOP are (1) current rates for use of DEPARTMENT personnel, (2) lists of principal personnel, (3) dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation. This AOP takes effect on the date of the last signature and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The PARTIES agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the PARTIES' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the PARTIES agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the Party's Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on the Party's drawdown and commitments.

THE USE OF TRAINEES

Both PARTIES agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

All other Department trainees that are not pre-approved will be the cost responsibility of the Department when assigned to incidents.

REIMBURSEMENT RATES AND METHODOLOGY

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (CalEMA). Personnel at Battalion Chief rank and below will be reimbursed at 1.5 times the rates in the CalEMA file at the time of the incident. Personnel above the rank of Battalion Chief will be reimbursed at the straight-time rate in the CalEMA file at the time of the incident. All personnel will be reimbursed portal-to-portal.

Reimbursement rates for employees utilized under this agreement are designed to provide financing for backfill needs (this applies to Battalion Chief and below rates only). Actual costs associated with backfill needs are not reimbursable.

There are Department personnel and/or positions that do not require backfill or portal to portal reimbursement. Reimbursement for the use of these personnel will be actual hours worked per day consisting of straight time and overtime as applicable. These "non-firefighter" type personnel are identified with CalEMA as "Unique/Specialized Overhead positions" and should be identified as "support" on all invoices. Appropriate Department or incident forms that identify actual hours worked can be used to support the invoice.

Reimbursement for equipment will be based on the California Fire Assistance Agreement (CFAA) Rate Letter. The PROTECTING Party will provide fuel and lubricants while the equipment is on the incident. The SUPPORTING Party will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit. The PROTECTING Party shall pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the SUPPORTING Party.

The Department will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by

the Forest Service and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the Department and by the Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this agreement all resource orders must be dispatched and processed by the STANISLAUS National Forest Emergency Communication Center. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

ADMINISTRATIVE RATE

The Department may assess an administrative charge on reimbursable costs related to this agreement. The "Overhead Assessment Rate" will be set by the Forest Service and will remain in effect until updated through the amendment process. The rate for the effective dates of this Annual Operating Plan will be 10%.

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to:

U.S. Forest Service
Name: Wendy Flannery Address: 19777 Greenley Road City, State, Zip: Sonora, CA 95370 Telephone: 209-532-3671 ext. 211 FAX: 209-533-1892 Email: wflannery@fs.fed.us

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each PARTY'S policy. Extension of assignments beyond the SUPPORTING Party's policy may be requested. It is the responsibility of the PROTECTING Party to request relief personnel in advance of the SUPPORTING Party's policy time limit. The PROTECTING Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both Parties agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION



The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

POSSESSION OF AGREEMENT AND AOP ON INCIDENTS

On incidents, the Supporting PARTY shall furnish the Protecting PARTY, upon demand, a signed copy of the Agreement and current AOP.

APPROVAL:

IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:

 RICK FORTADO, DEPARTMENT CHIEF TURLOCK RURAL FIRE PROTECTION DISTRICT	6-1-10 Date
 SUSAN SKALSKI, FOREST SUPERVISOR U.S. Forest Service, Stanislaus National Forest	6-17-10 Date

The authority and format of this instrument have been reviewed and approved for signature.


RAMONA ROBERTSON

April 28, 2010
Date

U.S. Forest Service Grants & Agreements Specialist